

VIRGINIA:

BEFORE THE SECOND DISTRICT, SECTION I SUBCOMMITTEE
OF THE VIRGINIA STATE BAR

IN THE MATTER OF
LOWELL ALAN STANLEY

VSb Docket No. 25-021-134120

SUBCOMMITTEE DETERMINATION
(PUBLIC REPRIMAND WITH TERMS)

On October 6, 2025, a meeting in this matter was held before a duly convened Second District, Section I Subcommittee consisting of Tammy Gershoni, Esq, Chair; Matthew James Weinberg, Esq., Member; and Lewis Georges, Lay Member. During the meeting, the Subcommittee voted to approve an agreed disposition for a Public Reprimand with Terms pursuant to Part 6, § IV, ¶ 13-15.B.4 of the Rules of the Supreme Court of Virginia. The agreed disposition was entered into by the Virginia State Bar ("VSB"), by Shelley L. Spalding, Assistant Bar Counsel, Lowell Alan Stanley ("Respondent"), and Reeves Watkins Mahoney, counsel for Respondent.

WHEREFORE, the Second District, Section I Subcommittee of the Virginia State Bar hereby serves upon Respondent the following Public Reprimand with Terms:

I. FINDINGS OF FACT

1. Respondent was licensed to practice law in the Commonwealth of Virginia in 1978 by the VSB and was so licensed at all times relevant hereto.
2. Jackeline Cardenas Douglas ("Complainant") was involved in a car accident on August 15, 2023.
3. Complainant initially retained Monge & Associates ("Monge") to represent her on a contingency fee basis in making a personal injury claim in connection with the car accident.

The agreement between Complainant and Monge was that Monge would receive 35% of any recovery, if the case resolved before a lawsuit was filed.

4. Monge made efforts to resolve Complainant's case via a settlement. No lawsuit was filed by Monge.

5. On April 11, 2024, Complainant signed a Contingent Fee Contract with Respondent hiring him as a replacement counsel for Monge. Respondent's Contingent Fee Contract with Complainant stated that Respondent would be paid 33.33% of any gross amount recovered prior to suit being initiated, but said nothing about compensation for Monge.

6. On April 12, 2024, Complainant signed and sent Respondent a "Request for Transfer of Legal File" purporting to transfer Monge's representation of Complainant to Respondent. According to Respondent, on April 12, 2024, he advised Monge that Complainant had retained him to handle her personal injury claim.

7. Complainant stated that when she retained Respondent, Respondent's firm advised her that he would handle her fees with Monge. In her interview with the VSB's investigator, Complainant stated that she understood that if Monge tried to charge her a fee, Respondent would handle it and dispute it for her.

8. In his response to the bar complaint, Respondent stated:

Prior to entering into the Contingent Fee Contract, [he] explained to [Complainant] that Monge could and likely would assert an attorney's lien for its fees on any recovery obtained for her. Specifically, he explained to her the concept of quantum meruit and that any fees owed to Monge would be in addition to [his] contingency fee.

9. During his interview with the VSB's investigator, Respondent admitted he did not explain Monge's compensation to Complainant in writing.

10. On April 15, 2024, Complainant received a phone call from Monge advising that they had received a \$30,000.00 offer (the policy limit) from the insurance company for the other driver, USAA. Respondent stated that he discussed this offer with Complainant and she elected not to accept the offer and to continue working with Respondent after he explained that there were additional settlement funds available from her own insurance company, Progressive.

11. No lawsuit was filed by Monge or Respondent on behalf of Complainant against USAA or Progressive.

12. By letter dated April 26, 2024, Monge wrote to Respondent asserting a lien for attorney's fees for their work on Complainant's case, without specifying an amount.

13. On June 18, 2024, Respondent learned via USAA that Monge was asserting \$12,187.00 in attorney fees for work done on Complainant's matter. In his interview with the VSB's investigator, Respondent stated that he did not make any attempt to try to negotiate Monge's fees down, as that would only be appropriate after a settlement was reached.

14. Ultimately, Progressive also offered the limits of their policy, \$30,000.00 settlement.

15. On or about December 13, 2024, Complainant verbally authorized Susan Ball, a paralegal at Respondent's law office, to accept the \$30,000.00 offer from USAA and the \$30,000.00 offer from Progressive.

16. Ball prepared a settlement statement for Complainant's signature which reflected that Monge would be paid \$12,187.00 in attorney's fees (which is 40.6% of the \$30,000.00 settlement from USAA, and 20.3% of the total \$60,000.00 recovery), and Mr. Stanley would be paid \$20,000.00 in attorney's fees (which is 33 1/3 % of the total \$60,000.00 recovery.)

17. Complainant refused to sign the settlement statement because she disagreed with the attorney's fees charged. The settlement statement presented to Complainant reflected she would have received \$20,890.70 in compensation after payment of attorney's fees and medical liens.

18. On December 16, 2024, Complainant filed her bar complaint against Respondent.

19. The same day, December 16, 2024, Respondent emailed Complainant:

I will be happy to try to convince Monge to reduce their lien, but it is my understanding that they are not inclined to do so.

20. On December 18, 2024, Complainant emailed Respondent:

From our initial consultation, I inquired about the ramifications of dismissing Monge, you assured me you would handle the matter. Last Friday, you stated, rather emphatically, that you were taking no action, that she must be paid, and that I could resolve this independently if dissatisfied. This seems inequitable, as I retained your services based on your confirmation that she would only be compensated for hours worked on my case.

21. That same day, December 18, 2024 Respondent responded:

I today received a copy of the complaint you filed with the Virginia State Bar. Under those circumstances I will not be able to further correspond with you at this time and am consulting with my lawyer.

22. On January 22, 2025, Respondent wrote Complainant:

Though you have filed a complaint with the Virginia State Bar, I remain your counsel. As such I have a duty to advance your case. To this end, both insurance companies have tendered their policy limits for a total of \$60,000.00. This case is postured to settle and disburse the settlement proceeds, but I need your decision on the following:

1. Do you wish for this office to remain your counsel? One way or the other, please advise which direction you wish to take.
2. If you choose to remain with this office, I would appreciate the opportunity to meet with Ms. Ball and you to address the issues which need to be resolved, including the payment of medical bills and resolution of the lien issue with your former counsel, Monge & Associates.
3. If you wish to retain other counsel, I will have your file promptly sent to your new counsel once you identify him/her.

23. On March 19, 2025, after being interviewed by the VSB in connection with its investigation, Monge waived all attorney's fees in connection with their representation of Complainant.

24. In emails dated March 12, 2025 and March 21, 2025, Complaint terminated Respondent's representation of her. Neither Complainant nor Respondent have received any settlement funds, although Respondent has asserted a lien with both Progressive and USAA.

25. By letter to complainant dated March 25, 2025, Respondent confirmed Complainant's termination of Respondent and advised her:

The applicable statute of limitations in the Commonwealth of Virginia allows you two (2) year from the date of the accident to file a lawsuit seeking damages for your injuries. Therefore, Failure to file a lawsuit on or before August 15, 2025 will result in your claim being forever barred. In other words, if your claim is not resolved, it is imperative that you file a lawsuit to protect your interests on or before August 15, 2025.

II. NATURE OF MISCONDUCT

Such conduct by Respondent constitutes misconduct in violation of the following provisions of the Rules of Professional Conduct:

By failing to adequately explain his fee, in conjunction with prior counsel's fee, to Complainant in writing, Respondent violated Rules 1.5(b) and (c), as set forth below and explained in detail in Legal Ethics Opinion ("LEO") 1878

-and-

By failing to ensure that his fee, in combination with prior counsel's fee, amounted to a reasonable attorney's fee, and by failing to make any attempts or requests or Monge to waive some or all of Monge's attorney's fees in order to ensure that the total attorney's fees charged to Complainant were reasonable, Respondent violated Rule 1.5(a), as set forth below and explained in LEO 1878:

Rule 1.5 Fees

(a) A lawyer's fee shall be reasonable. The factors to be considered in determining the reasonableness of a fee include the following:

- (1) The time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- (2) The likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
- (3) The fee customarily charged in the locality for similar legal services;
- (4) The amount involved and the results obtained;
- (5) The time limitations imposed by the client or by the circumstances;
- (6) The nature and length of the professional relationship with the client;
- (7) The experience, reputation, and ability of the lawyer or lawyers performing the services; and
- (8) Whether the fee is fixed or contingent.

(b) The lawyer's fees shall be adequately explained to the client. When the lawyer has not regularly represented the client, the amount, basis or rate of the fee shall be communicated to the client, preferably in writing, before or within a reasonable time after commencing the representation.

(c) A fee may be contingent on the outcome of the matter for which the service is rendered, except in a matter in which a contingent fee is prohibited by paragraph (d) or other law. A contingent fee agreement shall state in writing the method by which the fee is to be determined, including the percentage or percentages that shall accrue to the lawyer in the event of settlement, trial or appeal, litigation and other expenses to be deducted from the recovery, and whether such expenses are to be deducted before or after the contingent fee is calculated. Upon conclusion of a contingent fee matter, the lawyer shall provide the client with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination.

LEO 1878 examines the "ethical duties of an attorney who assumes representation of a client in a contingent fee matter when predecessor counsel may have a claim against the client or a lien for legal fees earned on a quantum meruit basis against the proceeds of recovery." LEO 1878 instructs "[s]uccessor counsel in a contingent fee matter must adequately explain at the inception of the representation the client's potential obligation to all counsel and should ensure that [the] fee ultimately charged to the client is reasonable."

Further LEO 1878 states: "Virginia Rules of Professional Conduct 1.5(b) and (c) require that successor counsel, at the inception of proposed representation in a contingent fee matter, advise [the] client in writing of the client's potential obligation to pay legal fees based upon quantum meruit to prior counsel." LEO 1878 continues:

In order to document compliance with the obligations imposed by Rule 1.4 and 1.5(b) and (c), the Committee recommends that successor counsel in a contingent fee matter include in her proposed contingent fee agreement with the client, the following general principles (but this exact language is not required):

- a. the state of the law in Virginia regarding perfection of attorneys' liens and quantum meruit awards available to attorneys discharges without cause;
- b. a statement that the client's recovery may be subject to both the discharged lawyer's attorney's lien and the contingent fee charge by the successor

lawyer; and whether the discharged lawyer's lien would be included within or in addition to the successor lawyer's contingency fee;

c. who bears the expense (legal fees and court costs, if any) of determining predecessor counsel's fee entitlement, to include the costs of adjudicating the validity and amount of any claimed lien, through an interpleader action or otherwise

III. PUBLIC REPRIMAND WITH TERMS

Accordingly, it is the decision of the Subcommittee to impose a Public Reprimand with Terms. The terms are:

1. **ASSIGNED READING AND CERTIFICATION**

Respondent will read in its entirety Legal Ethics Opinion 1878 and will certify compliance in writing to Bar Counsel not later than 30 days following the date of entry of this Subcommittee Determination.

If any of the terms are not met by the time specified, pursuant to Part 6, § IV, ¶ 13-15.F of the Rules of the Supreme Court of Virginia, the District Committee shall hold a hearing and Respondent shall be required to show cause why a Certification for a Sanction Determination should not be imposed. Any proceeding initiated due to failure to comply with terms will be considered a new matter and an administrative fee and costs will be assessed.

Pursuant to Part 6, § IV, ¶ 13-9.E of the Rules of the Supreme Court of Virginia, the Clerk of the Disciplinary System shall assess costs.

SECOND DISTRICT, SECTION I SUBCOMMITTEE
OF THE VIRGINIA STATE BAR



Tammy Gershoni
Subcommittee Chair

CERTIFICATE OF SERVICE

I hereby certify that on 10/15/2025, a true and complete copy of the foregoing Subcommittee Determination was sent to Lowell Alan Stanley, Respondent, by certified mail at Attorney At Law 6330 Newtown Rd Ste 324 P.O. Box 12639, Norfolk, Virginia 23541-0639, Respondent's last address of record with the Virginia State Bar, and by email to lowells@lowellstanley.com; and to Reeves Watkins Mahoney, counsel for Respondent, by first-class mail at Mahoney Richmond Thurston PLLC 4705 Columbus St., Ste 101, Virginia Beach, Virginia 23462-7761, and by email to r.mahoney@mrt.law.



Shelley L. Spalding
Assistant Bar Counsel

VIRGINIA:

**BEFORE THE SECOND DISTRICT, SECTION I SUBCOMMITTEE
OF THE VIRGINIA STATE BAR**

**IN THE MATTER OF
LOWELL ALAN STANLEY**

VSB Docket No. 25-021-134120

**AGREED DISPOSITION
PUBLIC REPRIMAND WITH TERMS**

Pursuant to the Rules of the Supreme Court of Virginia, Part 6, Section IV, Paragraph 13-15.B.4, the Virginia State Bar, by Shelley L. Spalding, Assistant Bar Counsel, and Lowell Alan Stanley, Respondent, and Reeves Watkins Mahoney, Respondent's counsel, enter into the following agreed disposition arising out of this matter.

I. STIPULATIONS OF FACT

1. Lowell Alan Stanley ("Respondent") was licensed to practice law in the Commonwealth of Virginia in 1978 by the Virginia State Bar ("VSB") and was so licensed at all times relevant hereto.
2. Jackeline Cardenas Douglas ("Complainant") was involved in a car accident on August 15, 2023.
3. Complainant initially retained Monge & Associates ("Monge") to represent her on a contingency fee basis in making a personal injury claim in connection with the car accident. The agreement between Complainant and Monge was that Monge would receive 35% of any recovery, if the case resolved before a lawsuit was filed.
4. Monge made efforts to resolved Complainant's case via a settlement. No lawsuit was filed by Monge.

5. On April 11, 2024, Complainant signed a Contingent Fee Contract with Respondent hiring him as replacement counsel for Monge. Respondent's Contingent Fee Contract with Complainant stated that Respondent would be paid 33.33% of any gross amount recovered prior to suit being initiated, but said nothing about compensation for Monge.

6. On April 12, 2024, Complainant signed and sent Respondent a "Request for Transfer of Legal File" purporting to transfer Monge's representation of Complainant to Respondent. According to Respondent, on April 12, 2024, he advised Monge that Complainant had retained him to handle her personal injury claim.

7. Complainant stated that when she retained Respondent, Respondent's firm advised her that he would handle her fees with Monge. In her interview with the VSB's investigator, Complainant stated that she understood that if Monge tried to charge her a fee, Respondent would handle it and dispute it for her.

8. In his response to the bar complaint, Respondent stated:

Prior to entering into the Contingent Fee Contract, [he] explained to [Complainant] that Monge could and likely would assert an attorney's lien for its fees on any recovery he obtained for her. Specifically, he explained to her the concept of quantum meruit and that any fees owed to Monge would be in addition to [his] contingency fee.

9. During his interview with the VSB's investigator, Respondent admitted he did not explain Monge's compensation to Complainant in writing.

10. On April 15, 2024, Complainant received a phone call from Monge advising that they had received a \$30,000.00 offer (the policy limit) from the insurance company for the other driver, USAA. Respondent stated that he discussed this offer with Complainant and she elected not to accept the offer and to continue working with Respondent after he explained that there were additional settlement funds available from her own insurance company, Progressive.

11. No lawsuit was filed by Monge or Respondent on behalf of Complainant against USAA or Progressive.

12. By letter dated April 26, 2024, Monge wrote to Respondent asserting a lien for attorney's fees for their work on Complainant's case, without specifying an amount.

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14. Ultimately, Progressive also offered the limits of their policy, \$30,000.00 to Complainant as a settlement.

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II. NATURE OF MISCONDUCT

Such conduct by Respondent constitutes misconduct in violation of the following provisions of the Rules of Professional Conduct:

By failing to adequately explain his fee, in conjunction with prior counsel's fee, to Complainant in writing, Respondent violated Rules 1.5(b) and (c), as set forth below and explained in detail in Legal Ethics Opinion ("LEO") 1878

-and-

By failing to ensure that his fee, in combination with prior counsel's fee, amounted to a reasonable attorney's fee, and by failing to make any attempts or requests of Monge to waive some or all of Monge's attorney's fees in order to ensure that the total attorney's fees charged to Complainant were reasonable, Respondent violated Rule 1.5(a), as set forth below and explained in LEO 1878:

RULE 1.5 Fees

(a) A lawyer's fee shall be reasonable. The factors to be considered in determining the reasonableness of a fee include the following:

- (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
- (3) the fee customarily charged in the locality for similar legal services;
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- (5) the time limitations imposed by the client or by the circumstances;
- (6) the nature and length of the professional relationship with the client;
- (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and
- (8) whether the fee is fixed or contingent.

(b) The lawyer's fee shall be adequately explained to the client. When the lawyer has not regularly represented the client, the amount, basis or rate of the fee shall be communicated to the client, preferably in writing, before or within a reasonable time after commencing the representation.

(c) A fee may be contingent on the outcome of the matter for which the service is rendered, except in a matter in which a contingent fee is prohibited by paragraph (d) or other law. A contingent fee agreement shall state in writing the method by which the fee is to be determined, including the percentage or percentages that shall accrue to the lawyer in the event of settlement, trial or appeal, litigation and other expenses to be deducted from the recovery, and whether such expenses are to be deducted before or after the contingent fee is calculated. Upon conclusion of a contingent fee matter, the lawyer shall provide the client with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination.

LEO 1878 examines “the ethical duties of an attorney who assumes representation of a client in a contingent fee matter when predecessor counsel may have a claim against the client or a lien for legal fees earned on a quantum meruit basis against the proceeds of a recovery.” LEO 1878 instructs “[s]uccessor counsel in a contingent fee matter must adequately explain at the inception of the representation the client’s potential obligation to all counsel and should ensure that [the] fee ultimately charged to the client is reasonable.”

Further LEO 1878 states: “Virginia Rules of Professional Conduct 1.5(b) and (c) require that successor counsel, at the inception of proposed representation in a contingent fee matter, advise [the] client in writing of the client’s potential obligation to pay legal fees based upon quantum meruit to prior counsel.” LEO 1878 continues:

In order to document compliance with the obligations imposed by Rules 1.4 and 1.5(b) and (c), the Committee recommends that successor counsel in a contingent fee matter include in her proposed contingent fee agreement with the client, the following general principles (but this exact language is not required):

- a. the state of the law in Virginia regarding perfection of attorneys’ liens and quantum meruit awards available to attorneys discharged without cause;
- b. a statement that the client’s recovery may be subject to both the discharged lawyer’s attorney’s lien and the contingent fee charged by the successor lawyer; and whether the discharged lawyer’s lien would be included within or in addition to the successor lawyer’s contingency fee;
- c. who bears the expense (legal fees and court costs, if any) of determining predecessor counsel’s fee entitlement, to include the cost of adjudicating the validity and amount of any claimed lien, through an interpleader action or otherwise.

III. PROPOSED DISPOSITION

Accordingly, Assistant Bar Counsel and Respondent tender to a subcommittee of the Second District, Section I Committee for its approval the agreed disposition of a Public Reprimand with Terms as representing an appropriate sanction if this matter were to be heard through an evidentiary hearing by the Second District, Section I Committee. The terms are as follows:

1. **ASSIGNED READING AND CERTIFICATION**

Respondent will read in its entirety Legal Ethics Opinion 1878 and will certify compliance in writing to Bar Counsel not later than 30 days following the date of entry of this Subcommittee Determination.

If any of the terms are not timely met, Respondent agrees that the District Committee shall impose a Certification for a Sanction Determination pursuant to Part 6, Section IV, Paragraph 13-15.F of the Rules of the Supreme Court of Virginia. Any proceeding initiated due to failure to comply with terms will be considered a new matter, and an administrative fee and costs will be assessed pursuant to Part 6, Section IV, Paragraph 13-9.E of the Rules of the Supreme Court of Virginia.

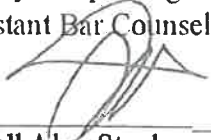
If the agreed disposition is approved, the Clerk of the Disciplinary System shall assess costs.

Pursuant to Part 6, Section IV, Paragraph 13-30.B of the Rules of the Supreme Court of Virginia, Respondent's prior disciplinary record shall be furnished to the subcommittee considering this agreed disposition.

VIRGINIA STATE BAR



Shelley L. Spalding
Assistant Bar Counsel



Lowell Alan Stanley
Respondent



Reeves Watkins Mahoney
Andrew Thomas Richmond
Respondent Counsel